LOT #	
SPACE #	
PERMIT #	

CITY OF BURLINGTON RENTAL PARKING APPLICATION AND AGREEMENT

Inasmuch as the City of Burlington has designated certain spaces in downtown parking lots owned by the City as rental parking lots and has set forth certain rules and regulations governing the rental and use of such parking spaces;

And, inasmuch as the undersigned seeks the privilege of renting such parking spaces;

Therefore, in exchange for the privilege of renting such space, the undersigned agrees to pay the stipulated fee and to abide by the rules and regulations as herein set forth, specifically:

- 1. It is understood that fees will be established annually by the City Council, said non-refundable fee for the fiscal year beginning 7/1/04 and ending 6/30/05 is \$10.00 per month and shall be payable in advance.
- 2. It is understood that said space shall be rented only for six (6) month terms: July 1 to December 31, and January 1 to June 30 of each year. UNDER NO CIRCUM-STANCES WILL PARKING FEES BE REFUNDED IN THE EVENT RENTER NO LONGER USES SAID SPACE AND SPACES SHALL NOT BE ASSIGNED.
- 3. It is understood that renters will be issued a dated permit, which shall be placed in a vehicle so that it is prominently displayed and easily visible through the rear window of the vehicle. Failure to have a permit so displayed will constitute unauthorized use of a parking space, and the vehicle owner may be subject to cancellation of this rental agreement.
- 4. It is understood that renter at renter's sole expenses will be responsible for taking any and all appropriate legal action to remedy any unauthorized use of said rental space and renter shall indemnify and hold the City harmless from any and all damages, attorney's fees or other expenses the City may incur that may result from remedying any unauthorized use of said rental space.
- 5. It is understood that new permits should be obtained fifteen (15) days before the expiration of the current permit. Spaces for which permits are not renewed will be *immediately* available for rental to others.
- 6. It is understood that failure to abide by rental parking regulations will result in cancellation of this agreement.

- 7. It is understood that parking privileges granted under this program are granted only for the time periods during which parking is allowed in municipal lots by other City ordinances or regulations, and it is further provided that, the City reserves the right to use said parking spaces for special events, and the City further reserves the right to restrict parking on a temporary basis to perform any parking lot and/or City facility maintenance.
- 8. It is understood that the City of Burlington reserves the right to add to or delete rental parking spaces, to change the location of such spaces, to change the regulations affecting rental parking and to discontinue the program at its own discretion.
- 9. It is understood that the City of Burlington shall not be liable for any accidents, damages to person, property or vehicles, or any other losses incurred by renters or vehicle owners.
- 10. For rental of multiple spaces by a single renter, the City Manager shall authorize such leases by separate agreement, and the fees for said multiple spaces shall be not less than for double fee.

DATE	
NAME OF PERMIT HOLDER(PLEASE PRINT)	
MAILING ADDRESS	
	ZIP
HOME PHONE WORK PHONE	
PLACE OF EMPLOYMENT################################	#######################################
RENEWALS:	
<u>RENEWALS:</u> <u>PERMIT # EXPIRES SIGNATURE</u>	DATE
	DATE
	DATE
	DATE
	DATE